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Hearing Date:
April 18, 2019 at 10:00 a.m.

Response Deadline:
April 11, 2019 at 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	**Chapter 11**
	:	
SEARS HOLDINGS CORPORATION,	:	**Case No. 18-23538 (RDD)**
et al.,	:	
	:	
Debtors:	:	**(Jointly Administered)**

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ORDER CONFIRMING INAPPLICABILITY OF AUTOMATIC STAY

Libby Dial Enterprises, LLC ("Movant") having moved this Court pursuant to its Motion

for an Order (I) Confirming Inapplicability of the Automatic Stay; or (II) To the Extent Necessary,

an Order Granting Relief from the Automatic Stay (the "Motion")[1], to exercise an option and issue

a timely notice pursuant to the terms of an unexpired lease of non-residential real property with

Kmart Corporation ("Kmart"), and this Court having determined that proper and adequate notice

has been given and that no other or further notice is necessary; and after a hearing being held; and

after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

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[1] Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

2. The automatic stay of 11 U.S.C. § 362(a) is not applicable to Movant's actions in exercising its option pursuant to the terms of Article 4 of the Lease, an unexpired lease of non-residential real property with Kmart.

3. The Court shall retain jurisdiction to interpret and enforce this Order.

Dated: _____, 2019

_____
JUDGE ROBERT D. DRAIN
United States Bankruptcy Judge